

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

June 7, 2010

ADDENDUM B

TO


REQUEST FOR PROPOSALS

RFP-10-MKF-1

STATEWIDE PUBLICATION OF PUBLIC AND PROCUREMENT NOTICES

The following information is hereby added to the above RFP:

Davis-Bacon wage requirements do not apply to the construction of the fence outlined in RFP-10-MKF-1.



Laura Thielen
Chairperson



**DEPARTMENT OF LAND AND
NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE**

LEGAL AD DATE: May 18, 2010

**REQUEST FOR PROPOSALS
No. RFP-10-MKF-1**

**SEALED PROPOSALS
TO INSTALL UNGULATE-PROOF FENCING ON MAUNA KEA,
HAWAII ISLAND
FOR DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE**

WILL BE RECEIVED UP TO 4:00 P.M. (HST) ON

JUNE 15, 2010

IN THE STATE DEPARTMENT OF LAND AND NATURAL RESOURCES, KALANIMOKU BUILDING, 1151 PUNCHBOWL STREET, ROOM 325, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO DAVID LEONARD, TELEPHONE (808) 587-4158, FACSIMILE (808) 587-0160 OR E-MAIL AT david.l.leonard@hawaii.gov.

Laura Thielan
Procurement Officer, Department of Land
and Natural Resources

**PLEASE PUT RFP NUMBER (RFP-10-MKF-1) ON THE OUTSIDE OF THE SEALED
BID ENVELOPE**

RFP Registration and Inquires

If you intend to respond to this request for proposals, please contact David Leonard at the above phone number or address to register your organization otherwise you will not receive notification of any changes or addendums. Provide a contract name, address, phone number, and e-mail address.

PALILA CRITICAL HABITAT FENCE INSTALLATION, HAWAII ISLAND

REQUEST FOR PROPOSALS

PROPOSALS DUE ON OR BEFORE: June 15, 2010

NOTICE TO INTERESTED PARTIES:

If you intend to respond to this request for proposal, please contact the RFP administrator by email, mail, or facsimile to register your organization/entity (provide contact person, organization name, contact information). If you are not registered and an amendment to this solicitation is made, you will not receive notification of the change, thereby putting your proposal at risk for rejection and not considered for award. Your registration does not commit you to submit a proposal, but rather provides a process in which to notify you of any changes to the request for proposal during the open application stage.

This request for proposal (RFP) is issued pursuant to the provisions of HRS chapters 103 and 103D and their implementing regulations. All prospective Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Offeror shall constitute admission of such knowledge on the part of the prospective Offeror. Additionally, when applicable, contracts resulting from this RFP will be subject to the State's General Conditions (AG-008) and applicable standard contract forms such as the Contract for Goods or Services Based Upon Competitive Sealed Proposals (although these forms are not attached, they are included by reference and made a part hereof. Copies of these documents can be obtained by making a request to the RFP administrator). The Division of Forestry and Wildlife (DOFAW) reserves the right to cancel this request for proposal and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State. The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever incurred by a proposal applicant in the event this RFP is cancelled or a proposal is rejected. Any costs incurred by the Offeror in preparing or submitting a proposal are the Offeror's sole responsibility. Contract period will extend twelve (12) months, commencing at the time the Notice to Proceed is issued.

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SECTION ONE: OVERVIEW AND SIGNIFICANT DATES

Overview of Services Requested

Proposals are solicited for the construction of the first segment of ungulate-proof fencing that will eventually enclose most of Palila Critical Habitat (PCH) on Mauna Kea and exclude cattle, goats, and sheep. The estimated length of fencing for this segment is approximately 31,680 feet or 6 miles. The fence corridor has been delineated by DOFAW staff, but any clearing of vegetation along the fence corridor will be the responsibility of the Contractor. DOFAW will supply the majority of the materials needed to complete the fence. Materials are currently housed at the Pohakuloa Training Area.

Significant Dates

The schedule set out herein represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of the schedule, such as "Proposal Due" date is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Advertising of Request for Proposals	May 18, 2010
Pre-proposal site-inspection	May 25, 2010
Deadline to Submit Written Questions	June 1, 2010
State's Response to Written Questions	June 8, 2010
Proposals Due and Opened	June 15, 2010
Proposal Evaluations	June 16 - 17, 2010
Discussion with Priority-Listed Offerors (if necessary)	June 22 - 23, 2010
Best and Final Offer (if necessary)	June 24, 2010
Estimated Contract Award	June 30, 2010
Contract Start Date	August 15, 2010

SECTION TWO: SCOPE OF WORK AND SPECIFICATIONS

Summary of Work

Critical habitat for the Palila (PCH) was designated on August 8, 1977 (USFWS 1977), and includes all land area on Mauna Kea from approximately 6,500 to 10,075 ft in elevation (Fig. 1). This includes 60,188 ac mostly in the Mauna Kea Forest Reserve and lands owned by the Department of Hawaiian Homelands. The Division of Forestry and Wildlife proposes to construct approximately six (6) miles of six (6') ft high ungulate-proof fence along the southern boundary of the Mauna Kea Forest Reserve to protect PCH from feral goats and sheep. This will be the first segment of fence that will eventually enclose most of PCH. The estimated length of the first segment fencing to be constructed is approximately 31,680 linear feet. **The final alignment will be determined by DOFAW staff in consultation with the successful offeror.** Fencing will consist of hogwire mesh attached to steel t-posts. Additionally, a minimum of three (3) and a maximum of six (6) self-closing gates will be required at locations to be identified by DOFAW.

Description of the Terrain and Vegetation

The area to be fenced is located mauka to the Saddle Road on Hawaii Island (Big Island), between 6,750 and 8,500 feet elevation. The fence corridor runs southwest from the Mauna Kea Access Road for approximately 2.5 miles downslope along the existing Mauna Kea Forest Reserve at which point it turns to the northwest and parallels the new Saddle Road following the Powerline Road (Fig. 2). Rainfall typically ranges between 20 – 40 inches per year. Expected daily high temperatures are between 65 – 90 degrees. The terrain slopes gently (drops 1,500 feet over 2.5 miles) or is relatively level. The corridor goes through old pasture and mamane / naio woodlands.

Fence Materials supplied by DOFAW

DOFAW shall provide sufficient quantities of fencing materials meeting the specifications below for use by the Contractor. DOFAW will maintain ownership of the fencing materials it purchases. The Contractor will be responsible for supplying any materials above and beyond those listed below which they feel are necessary to construct the fencing as specified.

1. Fence 1775-6-12.5, Solid-lock wire fabric, Bezinal coated (96 330 ft rolls)
2. Fence 832-6-12.5, Hinge-Joint, Bezinal coated (25 330 ft rolls)
3. T-Post T-133 8'6" galvanized steel posts (4,400)
4. Fence Clips, Bezinal coated (50,000)
5. Smooth Wire, Stainless Steel, 9 gauge (10 rolls)
6. Smooth Wire, Bekaert 9 gauge bezinal coated (25 330 ft rolls)
7. High Five Panel hot dipped galvanized 16' X 5' (100)
8. Anchors, 2 ' T-133 ASTM galvanized t-posts (4,400)
9. Hogrings: 9 gauge, Bezinal coated (250 lbs)
10. Universal trailer mats 4' X 8' (25)

The above fencing materials have been purchased and are stored at the Pohakuloa Training Area (PTA), maps and directions will be provided to the Contractor once the contract has been awarded. Only DLNR purchased materials may be stored at Pohakuloa.

Access to Installation Site

Access to the fencing sites is on foot or four-wheel drive vehicle. A dirt/gravel road (Powerline Road) is adjacent to approximately three (3) miles of the fence corridor.

Access to the work site will be during daylight hours only; no camping will be permitted. Site access to conduct work, or conduct helicopter operations on weekends or holidays between the first Saturday in November through Martin Luther King Day or the third Sunday in January, whichever occurs later, may be limited. Weekend access, site work, and helicopter operations may be allowed at all other times of the year. Advanced approval of DOFAW will be required for weekend activities.

Equipment, Supplies, Transportation, and Labor—Contractor's Responsibilities

The Contractor will be responsible for providing the necessary installation equipment, supplies, tools, and all labor required to install fencing as specified herein. The Contractor shall be responsible to provide their own transportation and transportation of all materials, equipment and supplies to the site. All work will be performed under a single contract.

Contractor is advised that DOFAW shall not supply communications equipment or any personal protective equipment (PPE).

Site Preparation

A preliminary fence alignment has been identified. Before construction, DOFAW staff will mark the fence center-line in the field with orange flagging tape, which for the most part, will follow an existing four (4') ft high cattle fence. Rare or listed native plants near the fence corridor will be marked with pink flagging and are not to be disturbed. There are no known archaeological sites within the fencing corridor, but if found they will be flagged and must be avoided. If the Contractor finds any native Hawaiian cultural artifacts at any time during site preparation or construction, work must immediately cease and DOFAW staff notified immediately.

The Contractor will be responsible for any clearing of vegetation required for fence construction. Vegetation clearing will be done by hand or with small power tools only. The Contractor may clear a corridor no less than four (4') ft and no more than eight (8') ft in width. All cleared debris must be piled on the inside of the fence at a minimum of eight (8') ft from the fence line. The Contractor may not pile debris in any manner that would impede foot traffic along the inside of the fence line. Positioning of the corners and fence posts along the fence line will be at the Contractor's discretion. It is recognized that the Contractor may choose to shift the flagged alignment slightly to take advantage of topography or turn corners at a better angle. Prior to clearing the corridor, the line of sight for the fence corridor must be approved by DOFAW staff. Deviations of more than thirty (30') ft off the flagged line must be approved by DOFAW staff prior to any clearing. Any clearing of vegetation greater than fifteen (15") in diameter requires prior approval by DOFAW staff. No new roads are to be constructed.

Transportation of materials

The Contractor shall be responsible for all aspects of transporting fencing material to the installation site. All fence materials supplied by DOFAW will be available to the Contractor at PTA during regular hours of operation: M-F from 7:30 am to 3:00 pm excluding holidays. The successful offeror will be responsible for coordination with PTA personnel to pick up materials as needed. There is a vehicle and personnel ID/Pass requirement. Contractors will need to submit a criminal abstract to the PTA Police Dept. for a long term badge, primarily checking for felonies which would preclude them from gaining access. They also will need registration, proof of insurance, and current safety inspections on their vehicles.

Possible staging areas for helicopter transport will be discussed and negotiated during the Pre-construction Conference. Drop sites along the fence alignment must be discussed and approved in advance by DOFAW. The Contractor will be responsible to ensure that the

materials are dropped at the approved location by coordinating the drops with the pilot. DOFAW will not provide any helicopter transport. The Contractor shall coordinate its work schedules, timing and other relevant communications directly with the Helicopter Contractor; however, the State's project coordinator shall be notified at least 5 days in advance of proposed work schedules and included in pertinent communications affecting the project.

Supplies and materials

The successful offeror will be responsible for supplying any materials above and beyond those listed above which are necessary to complete the fence to the specifications. These materials may include but not be limited to the following:

1. Galvanized pipe for brace rails, gate frames, etc. minimum 2 3/8" OD Pipe to meet or exceed standards for Schedule 40, Grade A ASTM F 1083, coating ASTM F 1234
2. Dome style galvanized post caps for 3 1/2" OD pipe
3. "Pig-tail" or other approved galvanized wire tie fasteners; 11 gauge minimum, for attaching mesh wire to pipe posts.
4. Galvanized wire, steel cable, welding rod, and/or approved brackets and assorted hardware for assembling corner braces and other structures. Galvanizing paint for covering welds.
5. Gates
6. Hinges, mesh panel, and other hardware for installation of gates.

Materials must meet the specifications listed above or be approved in advance by DOFAW.

Fence Construction – minimum specifications

GENERAL

The purpose of this fence is to exclude feral cattle, goats, and sheep from mauka areas. This is the first segment of fencing that, when completed, will enclose most of PCH. The following specifications are necessary to ensure that the fence actually prevents feral cattle, goats and sheep from entering the area enclosed by the fence.

The wire mesh will be a minimum of seventy-five (75") in measured on the perpendicular from the ground surface and attached to the outside of galvanized steel pipe and T-post supports. Wire mesh skirting will be used in areas of uneven or rocky ground and secured with anchor pins. The bottom of the woven wire fence will be within one (1") in off the ground, and fastened to the ground with a T-post anchor. T-type fence posts will support the fences at intervals of ten (10') ft or less. At minimum, corner post will be secured with a diagonal brace or better at all ends, gates, and turns on line turns of 30 degrees or greater. Single braces may be set perpendicular to inside of turn for any turns less than 30 degrees. All brace pipe will be drilled and driven, NOT busted and then cemented. Galvanized metal paint will be applied to all finished welds. **Prior to fence construction, the finalized fence route and construction specifications must be approved by DOFAW.**

BRACES

Any point at which the fence makes a change in direction shall be considered a corner, and the appropriate brace structure will be installed to support the pipe corner post. The brace will consist of one or more vertical pipe anchor posts located a short distance from the corner post, and connected to it by means of pipe brace rails and/or tensioned wire/cable. In order to provide a solid brace, the anchor and corner posts shall be placed no closer to each other than 1 1/4 times the height of the fence. Anchor posts will be driven to a depth of thirty-six (36") in

minimum. To prevent water from collecting in the pipe, all openings in the tops of the pipes will be sealed with steel post caps, or by welding.

In cases where the fence makes a change in direction of less than 30 degrees, an anchor shall be installed so that the attached brace rails bisect the concave angle. Where this 2-point brace would interfere with vehicle traffic and for changes in angle between 30 and 60 degrees, a 3-point brace must be used. Two vertical anchors with connecting brace rails will be placed along the fence line on either side of the corner post, forming an "A" on each side of the corner, where the brace rails are parallel to the fence wire.

In situations where terrain prevents the use of the above mentioned braces, a "post and deadman" type brace consisting of one or more buried anchors and tensioned wires may be used; provided that the anchor is seated firmly enough to resist the tension of the fence wire. This type of anchor must not interfere with traffic along the fence line. The post and deadman type anchor may not be used for changes of angle greater than 30 degrees.

At points where the fence changes direction by 60 degrees or more, the pipe corner will be braced by four additional vertical pipe posts in line with the fence (5-point brace). These will be connected to the corner with brace rails, forming a "double-A" on either side of the corner. This type of brace also will be used to support the terminal ends of the fence where vehicle gates are to be installed.

Brace rails will be attached to the anchor and corner posts either by welding, or by approved hardware. The brace rails will be cut to length and oriented such that they adequately reinforce the corner post and prevent it from shifting when tension is applied to the mesh wire. In addition, diagonal brace wire/cables will be incorporated into the brace and tension applied in an approved manner. If welding is used to construct brace structures, the finished welds are to be covered with galvanized metal paint. Pipe used to construct braces will be of a minimum three (3") in OD for anchor and corner posts; 2 3/8" OD for brace rails.

Proposals shall include detail drawings of braces, showing what materials will be used and how the braces will be constructed. All designs must be approved in advance of construction by DOFAW staff.

POSTS (PIPE AND T-POSTS) – GENERAL

Posts and t-posts will be driven into drilled holes and tamped securely enough to withstand 250 pounds vertical pull and any horizontal force that would cause the posts to be uprooted prior to being bent. All posts will be installed within 5 degrees (or two [2"] in) of plumb. T-posts will be placed within three (3") in of a center-line drawn between the pipe corner posts to either side. Standing trees or logs may not be used as fence posts.

PIPE POSTS

A capped galvanized pipe post will be used at any point the fence makes a change in direction. Corner posts will be ten (10') ft sections of three (3") in diameter galvanized pipe with H-brace-type support, or comparable alternative (see above). Posts will be driven to a minimum depth of thirty-six (36") in.

Pipe posts and braces will also be installed at abrupt changes in the vertical slope along the fence line, to allow the wire mesh fabric to be cut and oriented as smaller panels that better conform to the topography. These pipes will be braced on one side, in a manner similar to the 2-point corner braces described above. In areas where the fence makes long straight runs on

level ground, 2-point braces may be installed as in-line braces at appropriate locations in order to reinforce the T-posts. Alternatively, single, unbraced pipe posts may be installed to serve as "stress posts" at the top/bottom of high/low points or changes in grade, or as "line bosses" to reinforce T-posts over long straight-aways (similar to the 2-point in-line braces mentioned above).

T-POSTS

T-posts will be spaced no more than ten (10') ft apart and closer when terrain dictates and should be located on high points of the corridor to prevent woven wire from "bellying." T-posts will be driven to a minimum depth of twenty (20") in, so the spade anchors are completely buried, using a tubular post driver or driving cap in manner that will prevent damage to the posts. Alternatively, 8.5 ft t-posts can be special ordered and driven to twenty-four (24") in. In areas with deep sand ten (10') ft t-posts may be necessary. Where posts are to be installed in solid rock, the spade anchors may be removed in order for the post to fit properly in the drilled hole. T-posts at low points will be driven deeply enough, and/or tamped or cemented in place to prevent them from being pulled up when tension is applied to the mesh wire. If a post does pull out, hanging rocks or other weights from the wire is NOT an acceptable means of re-anchoring the post.

WOVEN WIRE MESH

The mesh will be fastened to all posts at the top and bottom and at a minimum of seven (7) evenly spaced points. Wire mesh will be fastened to the outside of posts and outside of corners. Mesh may not be secured to tree trunks. See above for specifications as related to the surface of the ground. If anchors cannot close a gap greater than one (1") in between the bottom strand and the surface of the ground (see below), a segment of woven wire will be used as skirting material and attached to the bottom three strands of woven wire fence and extended two (2') ft beyond the vertical plane. Skirting shall be secured with anchors. Where no skirting is installed, t-posts anchors are required between t-posts. All wire is to be stretched with approved seventy-five (75") in fence clamps. Tension shall be applied with ratcheted belay device or other suitable equipment such as motorized winch or come-along to insure tightness of wire. Tension will conform to the manufacturer recommendations taking into consideration field conditions.

SPECS AND IMPORTANCE OF WIRE TO GROUND RELATION

The bottom strand of mesh wire will be fastened to each post so that it is flush with the surface of the ground or no more than one (1") in above the surface of the ground at any given point along the fence line. Gaps greater than one (1") in will be closed by pulling the fence down with anchors as described below under "Anchors". For this document, the surface of the ground is defined as the actual soil surface and not the vegetation mat. The vegetation mat and soil shall be removed manually along the fence line as required, to allow proper installation of the fence.

ADAPTATIONS TO TERRAIN

Woven wire will not be deformed to adapt to variations in contour. "Bellying" is unacceptable. Where a radical change in slope occurs, wire will be cut and tied off and a new section started at an angle that better matches the terrain. New sections of wire mesh will be cut to match the angle of posts on either end. Pipe posts and braces will be used at these locations. Short panels of an approved welded wire panel material may also be used in these areas.

ANCHORS

Anchors shall be driven to a depth of twenty (20") in and attached to at least two (2) of the bottom strands of woven wire with 9-gauge tie wire. Anchors shall be driven so as to pull the tie tight. No gaps greater than one (1") in may occur under the completed fence (see above).

CLIPS

Clips shall be twisted to wire only tight enough to be secure. Over tightening to the extent of damaging the fence wire is unacceptable. Wire mesh shall be fastened to each post by the top and bottom wire and at least five (5) interior wires.

SPLICES

Where two sections of woven wire are to be joined, telephone type splice or back weave splices will be used. Swage-on fittings, such as Nicopress Swage-it or equivalent, may be used. All strands should be spliced and spliced sections must conform to the same tension specifications as listed under woven wire specifications above.

STREAM / GULCH CROSSINGS

Each stream / gulch crossing will need to be approached individually. At each stream or gully building to a suitable barrier, for example an upstream waterfall or building a properly designed "flowthrough" will be evaluated. Proposals shall include detail drawings of flowthroughs, showing what materials will be used and how they will be constructed. **All designs must be approved in advance of construction by DOFAW staff.**

GATES

The location of vehicle gates will be flagged by DOFAW staff. Vehicle gates will incorporate a self-closing pedestrian gate into the swinging gate panel. A maximum of six gates will be required. **All designs must be approved in advance of construction by DOFAW staff.**

Proposals should include detail drawings of how they would construct the gates to illustrate how their self-closing gates would work, what hinges would be used, etc. The location of gate openings will be determined by DLNR. The successful offeror will be responsible for constructing and installing the gates to the specifications in this contract. All materials not specifically provided by DLNR are the responsibility of the successful offeror.

PRE-BID ON-SITE INSPECTION

Bidders are strongly advised to inspect the project area prior to submitting a proposal. The entire alignment can be walked in 3-4 hours. There will be a pre-proposal site-inspection on May 25, see page 5-2 for details. Failure to visit the work area/installation site will in no way relieve the successful offeror from completion of the work in accordance with conditions and specifications to the satisfaction of the Contracting Officer's Representative.

CONTRACTOR AND CONSTRUCTION CREW ACTIVITIES

Camps

Construction camps will not be permitted.

Hunting

No hunting of wildlife during working hours; or harassment of wildlife at anytime.

Storage

The Contractor may not use PTA facilities as an office or staging area; for storage of tools, supplies, equipment, or other materials; or for overnight vehicle parking

Fire prevention

The Contractor will be required to have at least two 4.5 kg (10 lb) fire extinguishers for suppression and control of type A and B fires on the job site at all times. Welding shall be done only at sites, which have been cleared to mineral soil. An area commensurate with the amount of welding to be accomplished shall be cleared before welding operations are started. As a minimum, a ten (10) gallon backpack pump filled with water is to be available in addition to the vehicle extinguishers. Areas surrounding the vicinity of welding operations will be wetted down before and after welding and will be thoroughly checked for fires for one hour after welding has stopped.

Native and Alien Plants and Animals

The purpose of this project is to fence habitat with a high conservation value. Plants or animals may not be removed from the fencing sites. The Contractor will implement precautions to prevent the introduction of alien plants, insects, and amphibians (e.g., coqui frogs [*Eleutherodactylus coqui*]; see below). Equipment and materials will be inspected by the Contractor for seeds, eggs, larvae, etc., prior to delivery and entry, and cleaned as necessary. The Contractor also will take precautions to prevent spreading alien plants already at the fencing sites. The on-island point of contact will ensure that the Contractor complies with this requirement. The Contractor will remove all refuse, tools, gear, and construction scrap upon completion of work at each fencing site.

Preventing the Introduction of Alien Species

Control of non-native plants and animals is a high priority for resource management groups in Hawaii. A large amount of personnel time and resources are expended every year to battle alien species. Described below are likely routes of alien species introduction and procedures that can be followed to minimize or eliminate introduction and spread of alien plants and animals.

Inspect field gear and equipment before going into the field

Clods of dirt or mud can hide alien weeds and insects. It is necessary to inspect and clean: footwear; clothes, gear and material. Appropriate methods to clean gear include: water and hose, brush, clean rag, knife edge, or insecticide. Cleaning should be done in a designated area with a nearby receptacle for disposal.

Keep field vehicles clean

The inside of field vehicles should be vacuumed, and pickup truck beds should be swept out after every trip to the field. Pay particular attention to seats, floors, dashboards, and door jams. Tires and undercarriage of vehicles should be hosed off after each field visit to avoid transporting weed seeds. Maintaining clean field gear can be compromised by using a dirty truck.

Pack out your trash and unused foodstuffs

Do not bury trash in the field. Avoid taking in any fruits that have seeds with the potential to naturalize (e.g. cherry tomatoes, chili peppers, berries, and guava). Organic trash (e.g. orange and banana skins) should be treated as other garbage and packed out. Garbage that is discarded in the field has the potential to spread unseen insects, fungi, and other plant pathogens and may provide food for alien vertebrates.

PRE-CONSTRUCTION CONFERENCE

Before construction, the successful offeror shall meet with DOFAW staff to discuss:

- Designation of responsible officials
- Correspondence procedures
- Labor standard provisions
- Changes in specs
- Payments to the Contractor
- Safety program
- Communication
- Construction techniques
- Helicopter transport
- Fire prevention
- Alien plants and animals precautions
- Construction schedule
- Fence alignment
- Review and approval of submitted brace and gate designs
- Miscellaneous.

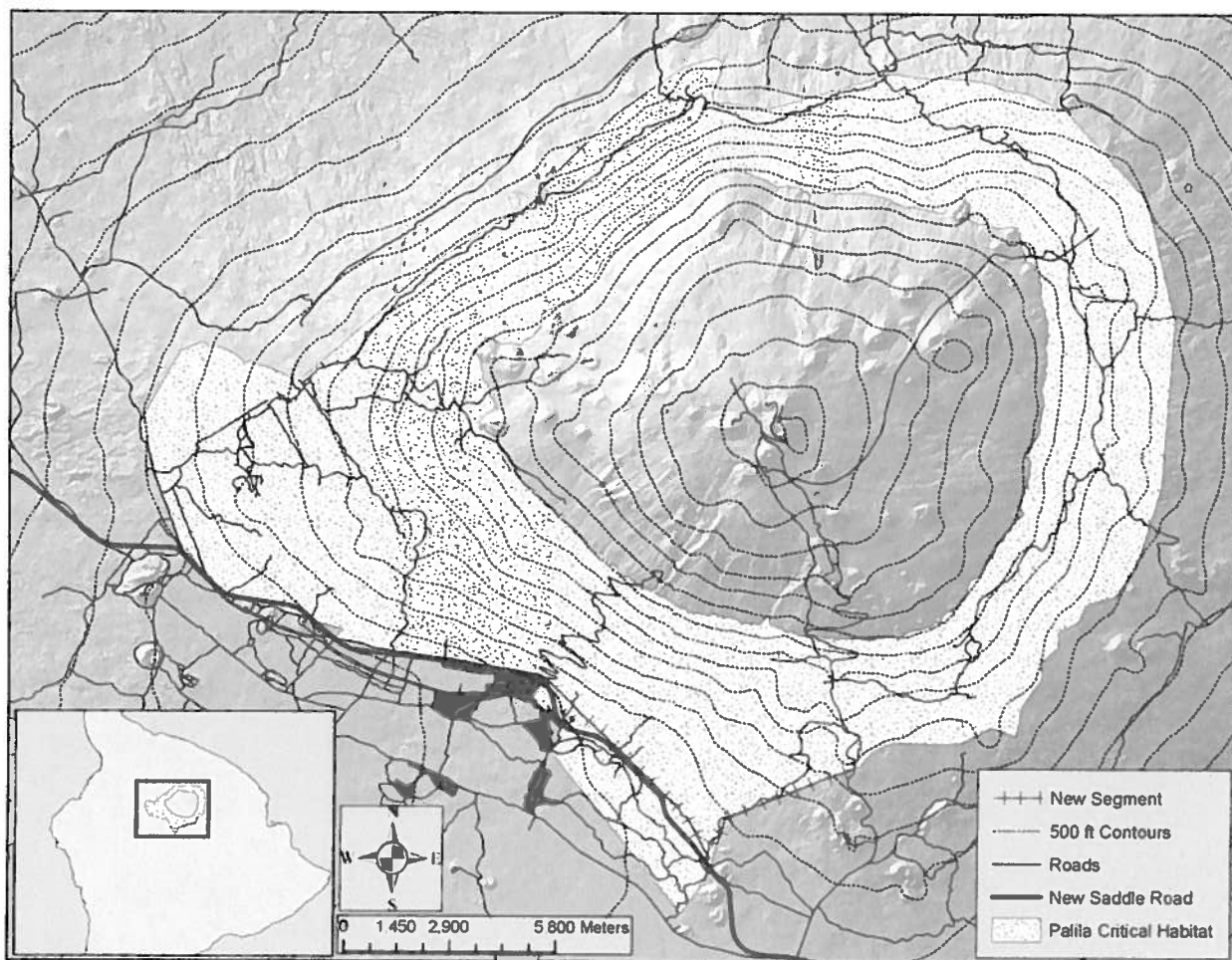


Figure 1. Palila Critical Habitat on Mauna Kea Volcano as designated by the U.S. Fish and Wildlife Service.

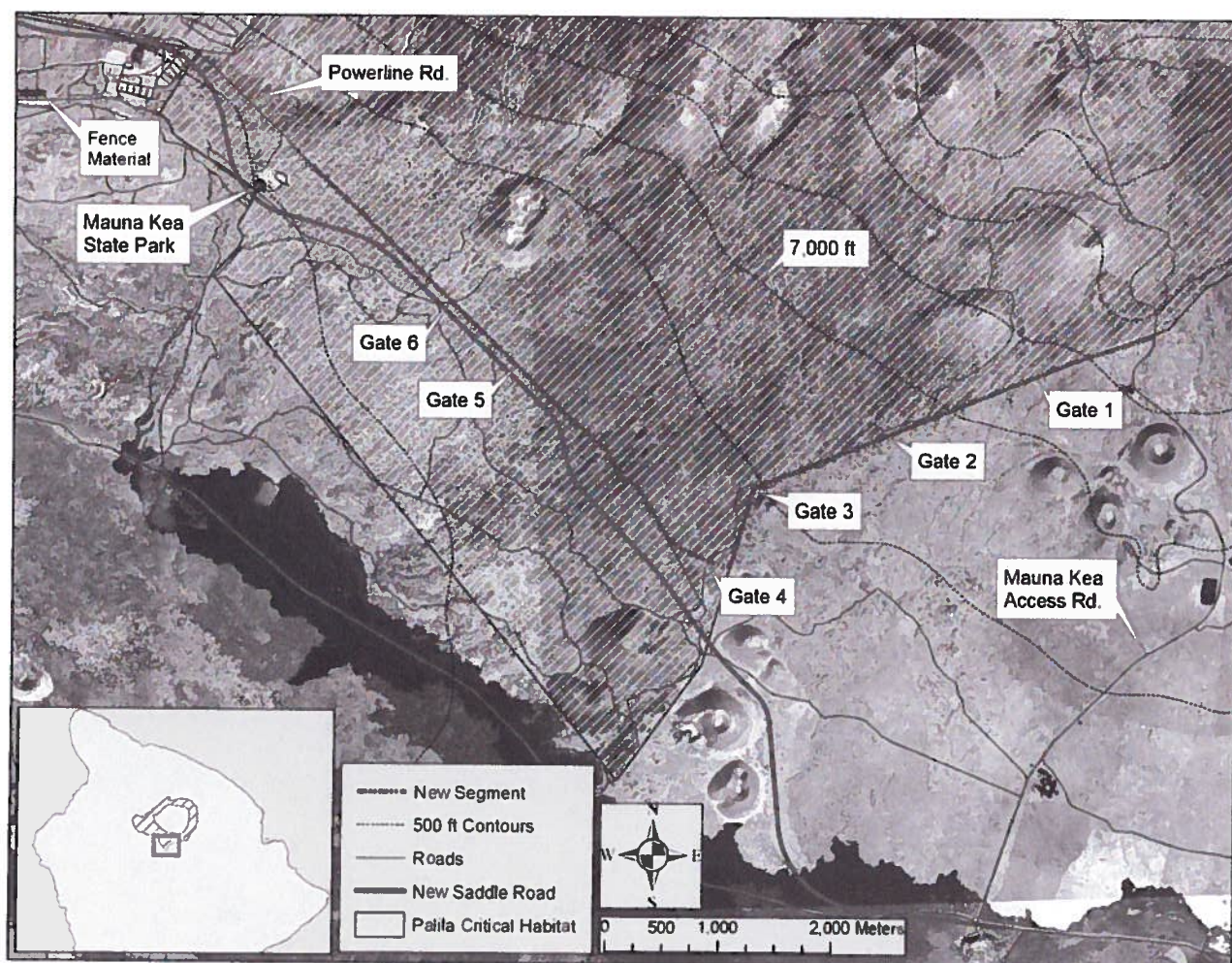


Figure 2. The segment of fence to be constructed as part of this RFP is between Mauna Kea Access Road and Mauna Kea State Park. A maximum of six (6) gates will be required. Fence materials are housed at Pohakuloa Training Area.

SECTION THREE: PROPOSAL FORMAT, PREPARATION, AND SUBMISSION

All proposals are due by **June 15, 2010** as evidenced by the DOFAW time stamp clock (please be aware that proposals sent by the US Postal Service are not delivered directly to room 325 and this may cause a delay in receipt by DOFAW with your proposal reaching the office after the deadline causing automatic proposal rejection). The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in the Scope of Work. All potential Offerors must be in good standing with the State of Hawaii (see <http://vendors.ehawaii.gov/hce/splash/welcome.html>)

Proposals must include the following:

1. Transmittal letter

Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.

2. Offer Form

Include signed Offer Form OF-1 with the complete name and address of Offeror's firm and name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal (blank OF-1 found in Appendix A).

3. Subcontractors

If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating

- The general scope of work to be performed by the subcontractor
- The subcontractor's willingness to perform for the indicated.

4. Proposal summary

Briefly describe the activities. Please include a description of the clearing and construction methods to be used, a list of equipment and tools to be used, a list of materials to be used (noting which are provided by DOFAW and which are provided by you), design drawings illustrating the fence itself, bracing, pedestrian gates, and vehicle gates, a transportation and access plan for transporting equipment, supplies, and labor to and from the construction site, and a preliminary construction schedule, including tentative start date, dates of major accomplishments, tentative date of completion, and an estimated total time for the work to be completed (from start date), and precautions to be incorporated to prevent the further distribution of alien species.

5. Qualifications

Describe the qualifications of the Offeror, including the number of years experience installing fencing, examples of previous similar projects (name and location), and a representative client list (with contact information for at least two previous clients). If any subcontractors are to be used, please describe their role, and as appropriate, their experience installing fencing. Failure to identify subcontractors will prevent their use during implementation of the contract. Finally, please identify the person who will act as the on-site project manager for this project and their years of experience installing fencing or supervising the installation of fencing.

6. Cost and payment schedule

Please identify the cost to complete the fencing as requested along with a proposed payment schedule. Please note that a Final Payment will not be made until completion of the project and acceptance of the work by the State and must represent at least 20% of the total cost.

Sealed proposals must be received by 4:00 pm on June 15, 2010 at the Division of Forestry and Wildlife (1151 Punchbowl Street, Rm 325, Honolulu, HI 96813). The envelope shall state somewhere on the outside the following: "RFP-10-MKF-1 enclosed." Anything received after 4:00 pm on June 15, 2010 will not be considered and will be returned to the applicant unopened. There are no exceptions. All materials submitted from all applicants by the due date become the property of DOFAW and will not be returned.

Only one original proposal need be submitted. Proposals should be typed, on one-side of paper, using 12-point font. However, design drawings may be handdrawn, with handwritten arrows and explanations.

If proprietary data or information is included in proposals, please identify separately in notation with "Proprietary Information." Unless otherwise identified, for all applicants, please note that your proposal becomes a public document and available for public inspection once awards are posted.

DOFAW reserves the right to accept or reject any or all proposals.

SECTION FOUR: EVALUATION CRITERIA

Evaluation Criteria

The award will be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

All proposals submitted before the deadline will be considered. All proposals will be selected on a competitive basis, based on the evaluation criteria identified, and reviewed by an evaluation committee representing natural resource and fence construction knowledge and expertise. For those proposals listed as "priority listed offerors" pursuant to section 3-122-53, the RFP administrator may contact the Offeror with any clarifying questions regarding the proposal (however, proposals may also be accepted without discussion). Additionally, if a best and final offer is not requested by the RFP Administrator, or if requested, is not submitted by an Offeror, the previous submittal will be construed as its best and final offer for final grant evaluation and award purposes.

The evaluation process is designed to award the contract not necessarily to the Offeror with least cost but rather to the Offeror with the best combination of attributes based upon the evaluation criteria. Evaluation criteria reflect both the purpose and priorities for the accomplishment of the project: fencing as described herein.

THE NUMBER OF POINTS USED TO SCORE THIS CONTRACT WILL BE 100

- Technical capability and approach for meeting performance requirements (40 points)

The evaluation committee will review the description of the methods and approach the Offeror intends to use to construct the fencing, the list of materials and equipment needed, and the design drawings submitted and evaluate whether the fencing as proposed will:

- meet quality standards in terms of construction (i.e., will it effectively exclude ungulates?)
- meet quality standards over time (i.e., how long will the construction last without the need to rebuild or repair?)
- be constructed on a timely basis (i.e., the likelihood that the Offeror's schedule meets DLNR's schedule).

In addition, the following criteria will be used to evaluate the technical capability of each Offeror:

- does the Offeror have experience building ungulate proof stream crossings?
- does the Offeror have the capability to weld in the field?
- does the Offeror provide adequate designs for braces, gates, and stream flowthroughs?

- Pricing (25 points)

- Reasonableness (i.e., does the proposed pricing accurately reflect the Offeror's effort to meet requirements and objectives?)

- Affordability (i.e., the ability of DLNR to finance the proposal)
- 10 of the 25 points allocated to pricing shall be allocated to cost. The proposal offering the lowest cost will be automatically allocated 10 points. The number of points assigned to other proposals will be Determined using the following formula:

$$\frac{\text{Lowest price (\$)} \times 10 \text{ points (maximum)}}{\text{Offeror's proposal (\$)}} = \text{points}$$

- Previous experience and expertise (25 points)

Has the Offeror provided information demonstrating their experience and expertise in similar work? What other projects of this scope have the Offeror successfully completed?

- Understanding of Project as outlined (10 points)

Has the Offeror demonstrated that they understand the deliverables the State expects it to provide?

SECTION FIVE: SPECIAL PROVISIONS

Terms and Acronyms Used Herein

Procurement Officer	=	The contracting officer for the State of Hawaii Department of Land and Natural Resources.
State	=	All agencies, including schools, participating in this agreement.
DLNR	=	Department of Land and Natural Resources of the State of Hawaii, located at 1151 Punchbowl Street, Honolulu, Hawaii 96813.
DOFAW	=	The Division of Forestry and Wildlife, within the Department of Land and Natural Resources of the State of Hawaii, located at 1151 Punchbowl Street, Room 325, Honolulu, Hawaii 96813.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
GET	=	General Excise Tax
GIS	=	Geographic Information System
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
IFB	=	Invitation for Bids
LF	=	Linear Foot
RFP	=	Request for Proposals

Scope

The installation of fencing of Palila Critical Habitat on Hawaii Island for the Division of Forestry and Wildlife, Department of Land and Natural Resources, shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions developed by the Attorney General's office, included by reference and available from DOFAW.

Authority of the State

The State shall decide all questions that may arise as to the work performed hereunder, as to the manner of such performance, as to the interpretation of any law, rule or regulation, policies and procedures, as to compensation, and as to any other matter that may arise under the Contract. The decision of the State in such matters shall be final as long as not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

Offer Guaranty or Bid Bond

No offer guaranty or bid bond is required for this solicitation.

Term of Contract

The successful offeror shall enter into a contract for a period of twelve (12) months to commence from the date indicated on the Notice to Proceed. Prior to the issuance of the Notice to Proceed, the successful offeror and the State shall mutually agree to the official commencement date.

Contract extension(s) shall be permitted for reasons beyond the control of the Contractor and as confirmed by the State. Contract extension(s) shall be done through DLNR in the form of modifications to the contract.

Disqualification of Proposals

DOFAW reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth or referenced in this RFP and which demonstrate an understanding of the issues involved and scope of services requested. Any proposals not meeting the guidelines and information requirements outlined or offering terms and conditions contrary to those included in this RFP may be rejected without further consideration. Additional grounds for disqualification include:

- Offeror's being in arrears on existing contracts with the State or having defaulted on previous contracts
- Delivery of the proposal after the time specified (4:00 pm HST, June 15, 2010)
- Proposal does not comply with the applicable laws, or contains provisions contrary to the applicable law
- Proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous to its meaning
- Handwritten proposals

Federal Funds as Received (Partial)

It is understood and agreed by all bidders that as to the portion of the obligation under the contract resulting from this RFP payable out of federal funds, the contract shall be construed to be an agreement to pay the portion to the Contractor only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay the portion at all events out of any funds other than those which are received from the federal government.

Contract Administrator

For the purpose of this contract, David Leonard of the Division of Forestry and Wildlife is the designated Contract Administrator. Mr. Leonard can be reached by telephone at 808/587-4158, fax at 808/587-0064, or email at david.l.leonard@hawaii.gov.

DOFAW Project Representative

For purpose of this contract, David Leonard of the Division of Forestry and Wildlife is the designated Contract Administrator. Mr. Leonard can be reached by telephone at 808/587-4158, fax at 808/587-0064, or email at david.l.leonard@hawaii.gov.

Written Inquiries

Inquiries regarding this solicitation are due and must be received on or before 4:00 p.m., June 1, 2010. Inquiries shall be made in writing, either via U.S. Postal Service, facsimile (808) 587-4158, or e-mail to: david.l.leonard@hawaii.gov.

Pre-Bid On-Site Inspection

Bidders are strongly advised to inspect the general fencing area prior to submitting a bid. A prearranged site visit will be conducted on May 25, 2010 please contact David Leonard at 808/587-4158 for details.

Topographic and logistic conditions present difficulties that are not typical for fence construction projects. Failure to visit the work area/installation site will in no way relieve the successful bidder from completion of the work in accordance with the specifications, terms and conditions herein to the satisfaction of the Contract Administrator and the DOFAW Project Representative.

Responsibility of Offerors

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
 - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

Liability Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage
Basic Motor Vehicle Insurance and Liability Policies	BI: \$1,000,000 per person \$1,000,000 per accident PD: \$1,000,000 per accident

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of Forestry and Wildlife, 1151 Punchbowl Street, Room 325, Honolulu, HI 96813."

2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

Product Quality

Fencing materials and supplies furnished under these specifications shall be new and of the best quality of its respective kind, and shall be free from defects which may render it unfit for use.

Damages or rejected items shall be immediately replaced with items of the quality required by these specifications.

Failure to replace any rejected items shall not relieve the Contractor from the responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of defective materials.

The State may, at any time by written order, stop any work or delivery of specific products not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete this contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

Submission of Proposal

Proposals shall be received at the DLNR, Division of Forestry and Wildlife office, 1151 Punchbowl Street, Kalanimoku Building, Room 325, Honolulu, Hawaii 96813, no later than the date and time stated on the cover page of the RFP. Timely receipt of offers shall be evidenced by the date and time registered by the DOFAW time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 325. This may cause a delay in receipt by DOFAW and the offer may reach DOFAW after the deadline, resulting in automatic rejection.

An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected.

Cancellation of RFP

The State reserves the right to cancel this RFP and to reject any and all bids in whole or in part when it is determined to be in the best interest of the State.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by an Offeror in the event this RFP is cancelled or a Proposal is rejected.

Acceptance of Offer

Acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty days period.

Award of Contract

Method of Award. Award, if any, shall be made to the Offeror with the best combination of attributes based upon the evaluation criteria.

A Notice of Award will be posted on the bulletin board in the DOFAW office (1151 Punchbowl Street, Room 325) and on the State Procurement Office website within sixty (60) days of the RFP close date.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by DOFAW.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to DOFAW. However, the tax clearance certificate shall be submitted to DOFAW.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by DOFAW. A photocopy of the certificate is acceptable to DOFAW.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml>, or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to DOFAW.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to DOFAW. However, the certificate shall be submitted to DLNR-DOFAW.

Compliance with Section 103D-310(c)(1) and (2), HRS. The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the DOFAW. A photocopy of the certificate is acceptable to the DOFAW.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to DOFAW as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" under the "Quick Links" section of the main page.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various State agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of § 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

Debriefing

For those non-selected proposals, a debriefing to inform offerors of the basis for the selection decisions and contract awards is available. A written request for a debriefing to the RFP administrator must be made within three (3) working days after the posting of the Notice of Award at DOFAW and on the State Procurement Office website.

Campaign Contributions By State And County Contractors

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with § 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the Contractor is paid with funds appropriated by a legislative body.

Execution of Contract

No performance and payment bonds are required.

The State shall forward to the successful Offeror a formal contract to be signed by the Contractor and returned within ten (10) days. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

Should it become necessary to extend the contract, a Contract Modification shall be executed for the extended period.

Notice To Proceed

No work is to be undertaken by the Contractor prior to the Commencement Date specified on the official Notice to Proceed. The State of Hawaii will not be liable for any work, contract, cost, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official start date.

Liquidated Damages

Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) per scheduled calendar day, for each and every calendar day the Contractor delays in the completion of any item of this contract after the required date of said completion.

Payment

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the State will reject

any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by § 103-10, HRS.

The State will not recognize any requirements established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

Invoicing

Contractor shall submit original and three copies of the invoice to the following address:

Department of Land and Natural Resources
Division of Forestry and Wildlife
1151 Punchbowl Street, Room 325
Attention: David Leonard

Invoices shall reference the contract number assigned to this contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

Protest

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after a debriefing has taken place, which can be requested in writing within three (3) working days after the posting of award of the contract.

Any protest pursuant to §103D-701, HRS, and § 3-126-3, HAR, shall be submitted in writing to the Chair of the Department of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawaii 96813 or P. O. Box 621, Honolulu, Hawaii 96810-0119.

Additional Conditions

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

SECTION SIX: APPENDICES (FORMS)

Appendix A

INSTALL FENCING ALONG PALILA CRITICAL HABITAT, HAWAII ISLAND
DLNR, DIVISION OF FORESTRY & WILDLIFE
RFP-10-MKR-1

Procurement Officer
Department of Land and Natural Resources, Division of Forestry and Wildlife
State of Hawaii
1151 Punchbowl Street, Room 325
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions developed by the Attorney General's office, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check $\sqrt{\hspace{0.5em}}$ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;
OR
- ☐ A **Compliant non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii. State of incorporation: _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____
Name and Title (Please Type or Print)

E-mail Address: _____
*
Exact Legal Name of Company (Offeror)

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

**** PLEASE PUT RFP NUMBER (RFP-10-MKR-1) ON THE OUTSIDE OF
THE SEALED BID ENVELOPE ****

WAGE CERTIFICATE
FOR SERVICE CONTRACTS
(See Special Provisions)

Subject: IFB/RFP No.: RFP-10-MKR-1

Title of IFB/RFP: Install Ungulate-Proof Fence Along Palila Critical Habitat, Hawaii Island

Department of Land and Natural Resources, Division of Forestry and Wildlife

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

WAGE CERTIFICATE

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)

Reference: _____
(Contract Number) (IFB/RFP Number)

_____ affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii to
include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)
acknowledges that making a false statement shall cause its suspension and may cause its
debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____